

Purchasing Contact:
Theresa Anderson, PSO II

Telephone Number:
(860) 622-2542

STATE OF CONNECTICUT
DEPARTMENT OF INFORMATION TECHNOLOGY
CONTRACTS & PURCHASING DIVISION
101 EAST RIVER DRIVE
EAST HARTFORD, CT 06108-3274

Contract Award #
012-A-27-7056-C

Contract Award Date
June 10, 2002

Expiration Date
June 30, 2004

CONTRACT AWARD

IMPORTANT: This is NOT a purchase order. Do NOT produce or ship without an agency purchase order.

COMMODITY CLASS/SUBCLASS & DESCRIPTION: **6000 / 300 Maintenance on Network**

FOR:

DRS - Division of Special Revenue
(Headquarters)
555 Russell Road
Newington, CT 06111

TERM OF CONTRACT:

July 01, 2002 - June 30, 2004
(with an option to extend one additional year)

RESPONSE TIME:

24 hours/7 days a week, 2-hour response time
and 8 hours/5 days a week, 4-hour response time

AGENCY REQUISITION NUMBER: **164571**

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$53,496.00	---	---	\$53,496.00

NOTICE TO CONTRACTORS: This notice of award is not an order to ship. The using agency or agencies on whose behalf the contract is made will furnish purchase orders against contracts. Send invoices directly to the using/ordering agency per instructions on purchase order.

NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.

NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Director concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.

- ▶ **CASH DISCOUNTS:** Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
- ▶ **PRICE BASIS:** Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

CONTRACTOR INFORMATION:

Company Name: **Retrofit Technologies, Inc.**

SSN/FEIN # **04-2799238**

Address: **250 Pomeroy Avenue, Meriden, CT 06450**

Contact Person: **Steven Pappas**

Tel. # **(800) 966-2222 x368 -or- (203) 232-2148**

Certification Type: **None**

Fax # **(203) 639-9303**

(SBE, MBE, WBE or None)

Payment Terms: **Net 45 Days**

Supply to Political Sub-Divisions: **Yes, onsite inspection required**

Remittance Address: **455 Fortune Boulevard, Milford, MA 01757**

Company E-mail Address: spappas@retrofit.com

Website: www.retrofit.com

APPROVED

Holly Miller-Sullivan

Director of Contract & Purchasing Division

(Original Signature on Document in Procurement Files)

Date Issued: June 10, 2002

STATE OF CONNECTICUT
DOIT - CONTRACTS & PURCHASING DIVISION

Award Number
012-A-27-7056-C

Purchasing Contact:
Theresa Anderson, PSO II

Telephone Number:
(860)622-2542

E-Mail Address:
theresa.anderson@po.state.ct.us

**CONTRACT AWARD
SCHEDULE**

012-A-27-7056-C

TERM OF CONTRACT AWARD

July 01, 2002 - June 30, 2004

(with an option to extend one additional year)

PAYMENT TERMS

Net 45 Days

CASH DISCOUNT

- None -

Pricing includes all transportation charges FOB State Agency.

Page 1 OF 2

VENDOR NAME:

Retrofit Technologies, Inc.

SSN OR FEIN #: 04-2799238

The Department of Information Technology is issuing this contract award for
DRS - Division of Special Revenue for **Maintenance & Repair of Network
Hardware & Software** to the above named vendor

	DESCRIPTION OF COMMODITY AND/OR SERVICES	ONE MONTH (pg 2 total)	ONE YEAR TOTAL PRICE	TWO YEAR TOTAL PRICE
1	Maintenance & Repair Service for network hardware and software Two-year contract - billed in arrears in monthly increments	\$2,229.00 (page 2 total)	\$26,748.00 (one month x 12)	\$53,496.00 (one month x 24)

CONTRACT AWARD TOTAL \$ 53,496.00

(for two years)

Vendor Contact: Steven Pappas

Phone: 203-232-2148 Fax: 203-639-9303 E-mail: spappas@retrofit.com

Representative that will service: John Davies

Phone: 800-966-2222 x 423 Fax: 203-630-9569 E-mail: jdavies@retrofit.com

Address: Retrofit Technologies, Inc., 250 Pomeroy Avenue, Meriden, CT 06450

Notes:

1. Awarded Contractor must comply with the Special Bid and Contract Terms and Conditions, Standard Bid & Contract Terms & Conditions, and Agency Specifications.
2. Quantity may be increased or decreased during the coverage term. Awarded Contractor will accept purchase orders to **add or delete** similar equipment during the coverage term.
3. Coverage 24 hours/7 days a week with a 2-hour response time *and* coverage 8 hours/5 days a week with a 4-hour response time, after placement of service call and includes all parts and labor. Including troubleshooting (including network tuning) and network help, unlimited calls for Network Administration and Client Service Center staff. Coverage is for NetWare v4.11 or its upgrades for NetWare servers.

VENDOR: Retrofit Technologies

STATE OF CONNECTICUT

DOIT - CONTRACTS & PURCHASING DIVISION

Award Number
012-A-27-7056-C

Description of Item		2 HR Response 24 x 7	4 HR Response 8 x 5	Cost per unit (1 each)	QTY	COST per month
1.	Compaq Proliant 6000 Pentium Pro 200MHz, CD-ROM - Four 18.2GB Hot Pluggable Ultra SCSI-3 10Krpm Hard Drive, RAID 5 + 1 Hot Spare - 512MB SDRAM DIMM RAM - One 32bit EISA Compaq Netflex 3 Ethernet Controller - One SMART Array 3200 Controller	X		\$100.00	2	\$200.00
2.	Motorola UDS DM8M Desktop Data Shelves - 16 Motorola UDS v.3229 Rackmount total (8 per)		X	\$70.00	2	\$140.00
3.	Overland Data 9-Track Tape Drives		X	\$150.00	3	\$450.00
4.	Seagate TapeStor DAT 24 Tape Drives		X	\$10.00	2	\$20.00
5.	Compaq R3000XR UPS w/SNMP Serial Port Card		X	\$5.00	5	\$25.00
6.	Compaq TFT5000R Rackmount Monitor		X	\$2.00	1	\$2.00
7.	Compaq TFT5010R Rackmount Monitor		X	\$2.00	1	\$2.00
8.	Compaq 2x8 Server Console Switch		X	\$5.00	2	\$10.00
9.	Compaq ML370, Dual PIII, 733MHz, CD-ROM - 768MB SDRAM DIMM - One SMART Array 431 Controller - Six 9.1GB Hot Pluggable Ultra SCSI-3 10Krpm Hard Drive, RAID 5 + 1 Hot Spare - One Internal 35/70 GB DLT Tape Drive - Three Hot Pluggable Power Supplies	X		\$60.00	3	\$180.00
10.	Compaq DL360, PIII, 800MHz, CD-ROM - 640MB SDRAM DIMM - Two 18.2GB Hot Pluggable Ultra SCSI-3 10Krpm Hard Drive, RAID 0	X		\$40.00	4	\$160.00
11.	Compaq T1500 UPS		X	\$5.00	4	\$20.00
12.	Intel Express 460T Standalone Switch, 24 Port		X	\$10.00	2	\$20.00
13.	Netware Support	X				\$1,000.00

TOTAL COST: \$2,229.00

Agency Locations:

State of Connecticut
Division of Special Revenue
(Headquarters)
555 Russell Road
Newington, CT 06111

State of Connecticut
Division of Special Revenue
(Warehouse)
85 Alumni Road
Newington, CT 06111

All correspondence regarding this Contract Award must be in *writing* and submitted to:
theresa.anderson@po.state.ct.us

SPECIAL BID/CONTRACT TERMS AND CONDITIONS
Maintenance & Repair on Network Hardware & Software

1. SCOPE

The State is seeking a contractor to provide ***Maintenance & Repair Service on Network Hardware and Software*** for the DRS – Division of Special Revenue at two locations. This will be for a two-year contract, 24/7 coverage with a two-hour response time and 8/5 coverage with a four-hour response time that includes all parts, labor, transportation, and all applicable costs. **The contract period will be July 01, 2002 through June 30, 2004 with the option to extend for one additional year.**

MANDATORY Onsite Inspection:

- Bidders **MUST pre-register** for the onsite inspection by sending an email with representative's name, bidder's name, address, phone and fax number, no later than Tuesday, **April 30, 2002** to theresa.anderson@po.state.ct.us – *non-registered bidders will not be admitted – no "walk-ins" allowed.* Additional instructions will be emailed upon receipt of registration.
- Bidders **MUST attend** a pre-bid onsite inspection of the equipment on **May 02, 2002 @ 1:15 p.m.** or their bids will not be considered. Please allow enough time for minor delays and for signing in at the reception desk – *late arrivals will not be admitted.*

2. MAINTENANCE & REPAIR

Bidders **must provide** with this bid, **its version of problem escalation procedures** with a detailed description of the bidder's organization and maintenance support structure. Bidders must supply with this bid, all locations, contacts, phone #, access codes, etc. necessary to fully execute such procedures. The procedures are to be consistent with the example provided within the Agency Specifications.

The awarded contractor will provide maintenance & repair on all network hardware and software listed within the Bid Schedule pages and Agency Specifications. The awarded contractor will have a physical business presence within the state (i.e. an office, service facility) and will have sufficiently trained staff and associated resources to maintain equipment to ensure 98% uptime availability of all equipment.

The awarded contractor will supply—at no charge—a loaner for equipment that cannot be repaired onsite or a replacement for equipment that cannot be fixed. The awarded contractor will be responsible for equipment taken offsite for repair until it is returned in good operating condition. The requesting agency shall be responsible for the security of any proprietary or otherwise confidential information that they are charged with safeguarding. The awarded contractor will acknowledge a responsibility to inform the agency of any maintenance or repair activity that could compromise such confidentially prior to undertaking such action.

Upon request from the requesting agency, the awarded contractor will provide a report of service completed on equipment. For example: equipment model, serial number, and location; date and time notified; date and time of arrival/departure; description maintenance or repair; list of parts repaired/replaced; operational status.

Bidders must have their own technicians on staff, not subcontractors. The awarded contractor may not subcontract or assign this contract to a third party without prior written authorization from the State. The State reserves the right to refuse such authorization.

3. PARTS & WARRANTY

The awarded contractor will only use authorized replacement Original Equipment Manufacturer (OEM) parts and will not substitute for a manufacturer's installed components. All parts will be new and not refurbished or remanufactured unless prior approval is obtained from the requesting agency.

The awarded contractor must warrant service and parts against defects in material, workmanship, and title for a minimum warranty of one (1) year, from the date of repair/replacement.

SPECIAL BID/CONTRACT TERMS AND CONDITIONS
Maintenance & Repair on Network Hardware & Software

4. PRICING RATES & PAYMENT TERMS

Bidders will quote itemized prices for equipment listed on page 2 of the Bid Schedule page and provide the total monthly cost for all equipment on page 1, which will be **billed in arrears** in monthly increments. Bidders will also provide totals for yearly costs listed on page 1.

Prices quoted will include the cost of labor, parts, factory overhaul, transportation, and substitute equipment as necessary to ensure 98% uptime availability of equipment. Bidders will ensure that quote includes all ancillary costs associated with the service in their bid. Failure to include an applicable cost will be interpreted as that cost being included in the price.

Quantities are estimates only and may increase or decrease during the coverage term. The awarded contractor will accept purchase orders to **add or delete** similar equipment during the coverage term. The term for any equipment that is added in this manner would be coterminous with the initial term. Additions will be paid at the current monthly contract rates. Deletions will be removed from the monthly billing effective on the last day of the month in which the termination date occurs.

Payment terms are **Net 45 days**. The State will make payment within 45 days after parts acceptance, and receipt of a properly submitted invoice. *Bidders may offer discounts for early payments.*

5. BASIS OF AWARD

An award will be issued to the lowest, responsible, qualified bidder, who is in compliance with all portions of this ITB. The State reserves the right to reject bids that (it deems) are not in compliance. The State reserves the right to make awards in a manner deemed in the best interest of the State. If deemed necessary, an inspection of the bidder's service facility may be required to make an award.

6. CANCELLATION & PENALTIES

The State reserves the right to cancel this invitation to bid, contract award, or specific line item without penalty for any reason it deems appropriate.

In the event the awarded contractor is not providing satisfactory service, which has to be remedied by another party, the State will access the awarded contractor the full amount expended to correct the deficiencies. The state reserves the right to cancel any unfulfilled portion of the contract if the Department of Information Technology or the requesting agency deems the service and/or replacement parts provided by the awarded contractor are unsatisfactory or inconsistent with the bid/contract terms and conditions.

7. INSURANCE REQUIREMENTS

The awarded contractor will carry sufficient insurance to cover the nature of work to be performed to indemnify and hold the State of Connecticut harmless from any insurable cause whatsoever. Upon Request, the awarded contractor will furnish a current Certificate of Insurance evidencing General Liability, including products and completed operations coverage, Workers' Compensation and Automobile Liability coverage, naming the State of Connecticut as additional insured.

8. CONTRACTOR INFORMATION

In the event that the awarded contractor's information changes (i.e. name, address, telephone), it is the awarded contractor's responsibility to notify the DOIT, *Contracts & Purchasing Division*, of such changes in writing. The State will not be held responsible for payments or purchase orders that are delayed due to additional routing caused by the lack of notification on the awarded contractor's part.

9. PURCHASE ORDERS & INVOICES

The requesting agency will issue purchase orders. Questions regarding purchase orders and invoicing should be directed in accordance with the instructions contained in the boilerplate of the purchase order. Payments may be delayed if the invoice is not properly completed in accordance with the instructions contained on the purchase order.

SPECIAL BID/CONTRACT TERMS AND CONDITIONS
Maintenance & Repair on Network Hardware & Software

10. PRICE INCREASES

Pricing rates quoted under this contract shall remain firm for a period of one (1) year from effective date of contract award. Thereafter, the awarded contractor may file for a price increase at the end of the year. Changes shall be consistent with and relative to price changes originating with the manufacturer as evidenced by notices or list pricing (parts), or based upon general industry changes (labor). Requests for such increase must be fully and properly documented and include the new pricing medium. The contractor will honor contract pricing on orders issued prior to the effective date of any price increase.

The awarded contractor must submit a formal request for any price increase to the Department of Information Technology, *Contracts & Purchasing Division*, no later than thirty (30) days prior to the effective price increase date. The request shall contain the date the increase takes effect. *No retroactive increase will be allowed.* The State reserves the right to reject any requests it deems excessive.

11. LAWS & TAXES

Bidders and the awarded contractor shall comply in every respect with all applicable laws of the Federal Government and/or the State of Connecticut and all terms and conditions of the bid.

Bidders and the awarded contractor will ensure, in good faith, that their participation in this bid process will not raise a question of conflict of interest or a breach of ethics issue under the provisions of the State Ethics Code, specifically §1-84 and §1-85 of the Connecticut General Statutes.

Bidders may not participate in any *ex parte* communications with any of the manufacturers, dealers or other respondents who are responding to this Invitation to Bid. **Bidders may not contact the requesting agency or its employees regarding this ITB**, unless permitted (in writing) by the Director of the Department of Information Technology or her designee.

Bidders and the awarded contractor will be in compliance with all applicable federal, state, and local laws and regulations, including but not limited to Connecticut General Statute sections 4a-60 and 4a-60a on nondiscrimination and affirmative action provisions, as well as the following:

- ▶ Affirmative Action Policy Statement: <http://www.state.ct.us/governor/aapolicy.htm>
- ▶ Sexual Harassment Policy Statement: <http://www.state.ct.us/governor/sexualharasspolicy.htm>
- ▶ Section 16 of P.A. 91-58 nondiscrimination provisions regarding sexual orientation
- ▶ Executive Order Number Three issued by Governor Thomas J. Meskill, promulgated on June 16, 1971, Nondiscrimination Clauses in Contracts:
<http://www.state.ct.us/governor/executiveorders/meskill3.htm>
- ▶ Executive Order Number Seventeen issued by Governor Thomas J. Meskill, promulgated on February 15, 1973, Job Listings with the State Employment Service:
<http://www.state.ct.us/governor/executiveorders/meskill17.htm>
- ▶ Executive Order Number Sixteen—of Governor John G. Rowland—promulgated on August 4, 1999, regarding Violence in the Workplace Prevention Policy. No. 16:
<http://www.state.ct.us/governor/executiveorders/no16.htm>

Purchases made by the State of Connecticut are exempt from the payment of Federal Excise Tax, Transportation Tax, and Connecticut Sales and Use Tax. Upon request, the requesting agency will provide a Federal Excise Tax Exemption Certificate.